

BY-LAWS OF
INDIALANTIC VILLAS ASSOCIATION, INC.

1. IDENTITY

These are the By-Laws of INDIALANTIC VILLAS ASSOCIATION, INC., a corporation not for profit, existing under the laws of the State of Florida. The Articles of Incorporation of INDIALANTIC VILLAS ASSOCIATION INC. were filed in the Office of the Secretary of State of Florida.

INDIALANTIC VILLAS ASSOCIATION, INC., has been organized for the purpose of administering the operation and management of INDIALANTIC VILLAS CONDOMINIUM, a Condominium project which will be established in accordance with the Condominium Act of the State of Florida on the real property described in Article II of the Articles of Incorporation of the Association (Exhibit A to the Declaration of Condominium), which real property is located in the City of Indialantic, Brevard County, Florida.

This Condominium project includes forty-eight (48) apartment units located in eleven (11) apartment buildings, adequate parking space and private road.

A. The provisions of these By-Laws are applicable to the condominium and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the Declaration of Condominium, which is to be recorded in the

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Public Records of Brevard County, Florida. The terms and provisions of the Articles of Incorporation or the Declaration of Condominium are to be controlling wherever either or both of them may be in conflict with any provision of these By-Laws.

B. All present or future owners, tenants, or their employees, or any other person who might use the condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in the Articles of Incorporation and the Declaration of Condominium.

C. The mere acquisition or rental of any of the apartment units of the condominium, or the mere act of occupancy of any of the units, will signify that these By-Laws, the Charter provisions, and the regulations in the Declaration of Condominium are accepted, ratified and will be complied with by all persons occupying or using any of the units or common elements.

D. The fiscal year of the Association shall be the calendar year unless the Board of Administration shall designate a different fiscal year.

E. The seal of the Association shall bear the name of the Association, the word "Florida", the words "corporation not for profit" and the year "1980", an impression of which seal is as follows:

F. The office of the Association shall be: Shannon Avenue, Indialantic, Florida 32903 until such time as the Board of Administration

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designates a different location for the office.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

A. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which Article IV are incorporated herein by reference.

B. A quorum for all meetings of members of the Association shall consist of that number of members entitled to cast a majority of the votes of the entire membership of the Association.

C. The vote of the owners of an apartment unit owned by more than one person or by a corporation or other entity shall be cast by the person to be named in a written notice filed by all of the owners of the apartment unit, or by the authorized representative of the corporation or other entity owning an apartment unit, which notice shall be filed with the Secretary of the Association. Such written notice shall be valid until revoked by subsequent written notice. If such written notice is not on file or not produced at the meeting, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

D. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, and must be filed with the Secretary before the appointed time of the meeting. Proxies must be in writing and in a form similar to one to be provided by the Association upon request by an owner and which, in any event, shall be included with each notice of a meeting of the members of the Association.

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E. Approval or disapproval of an apartment unit owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

F. Except where otherwise required under the provisions of the Articles of Incorporation, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by Law, the affirmative vote of the owners of a majority of the apartment units represented at any duly called meeting of members at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERS

A. The annual meeting of members shall be held at a place specified in the notice of the meeting, at:

of each year for the purpose of electing the Board and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Saturday.

B. Special meetings of members shall be held whenever called by the President or Vice President, or by a majority of the Board, and must be called by the President upon receipt of a written request therefor from members owning a majority of the apartment units. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the vote present, counting proxy votes.

C. Notice of all meetings of members, regular or special, shall be given by an officer of the Association in accordance with the call for that meeting to each member unless such notice is waived in writing. The notice shall be written and shall set the time and place of, and the object for which the meeting has been called. Such notice shall be posted: At the subject premises at a conspicuous place available to all unit owners. at least fourteen (14) days prior to the date of the said meeting. In addition to the posting of said notice, each member shall be given not less than fourteen (14) days written notice of each such meeting unless a unit owner waives in writing the right to receive notice by mail. Such notice shall be mailed to the member at the post office address of the member as it appears on the records of the Association and the post office certificate of mailing shall be retained as proof of such mailing. Proof of delivery or mailing of such notice shall be given by affidavit of the person so delivering or mailing the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and said waiver may be made through proxy of the member. All such waivers of notice shall be filed in the records of the Association.

D. If any called meeting of members cannot be held because a quorum is not in attendance, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

E. At meetings of the membership, the President or, in his absence, the Vice President shall preside or, in the absence of both, the membership shall elect a chairman.

F. The order of business at annual meetings of members and, as far as practical, at any other meetings of the members shall be:

- (i) Calling of the roll and certifying of proxies.
- (ii) Proof of notice of meeting or waiver of notice
- (iii) Reading of minutes
- (iv) Reports of officers
- (v) Reports of committees
- (vi) Appointment of Chairman of Inspectors of Election
- (vii) Election of Board Members
- (viii) Unfinished business
- (ix) New business
- (x) Adjournment

G. Meeting of the members shall be held at such place as may be designated in the notice of the meeting.

4. BOARD OF ADMINISTRATION AND OFFICERS

The Board of Administration shall initially consist of three(3) members. After the individual condominium unit owners shall become eligible to elect, and shall have elected, a majority of the members of the Board, as provided in the Declaration, the number of the members of the Board may be increased by act of the Board to a number not to exceed nine(9), and in that event, the new members of the Board of Administration who the individual condominium unit owners are entitled to elect shall be elected by them at a special meeting of the members, to be called by the Board, and the Developer shall name and designate such additional hoard members as the Developer may be entitled to designate and name at that time, if any.

A. Term of Office. Each Board Member shall serve for a term of one (1) year or until his successor has been elected as provided herein, unless such member shall resign, become incapacitated or shall die, in which event his membership shall terminate upon the happening of said event. Resignation shall become effective when delivered to the Secretary. All of the members of the Board of Administration shall be elected at the annual meeting of the members. Any member of the Board may be removed from office by the affirmative

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vote of a majority of all unit owners voting at any duly called meeting of the members. Membership of a Board member shall terminate upon conveyance of title to such member's last unit.

B. Successor Board Members.

(i) The successor to any member who shall be removed from office shall be elected by the members of the Association at the meeting of the members at which such board member was removed from office, and the Board member so elected shall serve for the remainder of the term of the board member who was removed.

(ii) The successor to any board member who shall die, resign, become otherwise unable to serve or who shall convey title to such member's last unit, shall be elected by the remaining members of the Board of Administration to serve for the balance of the term of the said Board Member.

C. The number of Board Members to be elected shall be stated by the Chairman at the meeting of the members at which an election of Board Members is to take place, and ballots providing for the writing in of the names of the number of Board Members so designated by the Chairman shall be distributed to the members for voting. Cumulative voting shall not be permitted, and no member may vote more than once for any single Board Member. The persons receiving the highest number of votes shall be elected Board Members. Nominations may be made by members prior to the election and each person so nominated may make a speech not to exceed five (5) minutes in duration prior to the election. However, it shall not be necessary for a person to be nominated in order to be elected a Board Member. No person shall be elected a Board Member who is not a member of the Association

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or a designated representative of a corporation or other entity which is a member of the Association.

D. The annual organizational meeting of the Board shall be held immediately following the adjournment of the annual meeting of members of the Association. However, if a quorum is not present at that time, the members of the Board who are present for the annual organizational meeting shall designate a time and place for the holding of the annual organizational meeting, which meeting shall be held within ten (10) days thereafter.

E. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board members, but at least four (4) such meetings shall be held during each fiscal year.

F. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of a majority of the Board, no less than three (3) days' notice of a meeting shall be given to each Board Member, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

G. Notice of Meetings. Except in cases of emergency, notice of all meetings of the Board of Administration shall be posted:

at least forty-eight (48) hours in advance of the time of the meeting.

H. The officers of the Association shall be elected annually by the Board of Administration at the organizational meeting of each new Board, and shall serve for the ensuing year or until their successors shall be elected. Each such officer so elected shall hold

office at the pleasure of the Board, and any officer may be removed from office by a vote of a majority of the Board Members, either with or without cause, and his successor shall be elected at the meeting at which the officer has been removed from office.

I. Waiver of Notice. Any Board Member may waive individual notice of any special meeting and such waiver shall be deemed equivalent of giving individual notice. However, except in cases of emergency, no Board Member may waive the posting of notice of the Board's meeting as required herein. Attendance by a Board Member at a meeting of the Board shall constitute waiver of individual notice to that Board Member of the time and place of that meeting.

J. All meetings of the Board shall be open to all unit owners and members of the Association.

K. Board Members and Officers' fees, if any, shall be determined by the members of the Association.

L. All the powers and duties of the Association shall be exercised by the Board, including those existing under the common law and statutes, Articles of Incorporation of the Association, these By-Laws, and the Declaration. Such powers and duties shall be exercised in accordance with the Articles of Incorporation, these By-Laws, and the Declaration and shall include, without limitation the generality of the foregoing, the following:

(i) To make, levy and collect assessments against members and members' apartment units to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association, subject to the right of the members of the Association to change such assessments as

provided in these By-Laws.

(ii) The maintenance, repair, replacement, operation and management of the condominium, wherever the same is required, to be done and accomplished by the Association for the benefit of its members.

(iii) The reconstruction of improvements after casualty, and further improvements of the property, real and personal.

(iv) To make and amend regulations governing the use of the property, real and personal, in the condominium, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and the Declaration.

(v) To approve or disapprove proposed purchasers and lessees of apartment units in the manner specified in the Declaration.

(vi) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including apartment units in the condominium, as may be necessary or convenient in operating and managing the condominium, and in accomplishing the purposes set forth in the Declaration.

(vii) To contract for the management of the condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have the approval of the members.

(viii) To enforce by legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and any regulations hereinafter promulgated governing the use of the property in the condominium.

(ix) To pay all taxes and assessments which are liens against any part of the condominium other than apartment units and the appurtenances thereto, and to assess the same against the members and their respective apartment units subject to such liens.

(x) To carry insurance for the protection of the members and the Association against casualty and liability.

(xi) To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate apartment units; and

(xii) To employ personnel to perform the services required for proper administration of the Association.

M. The undertakings and contracts authorized by the said first Board shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board duly elected by the membership.

5. OFFICERS

A. All officers shall be elected by the Board. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President shall be a member of the Board of Administration. The Board Members may appoint an assistant secretary, an assistant treasurer, and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be combined by action of the Board.

B. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an association,

including, but not limited to, the power to appoint committees from among the owners, from time to time, as he may, in his discretion, decide is appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

D. The Secretary shall have custody of, and maintain, all of the corporate records except the financial records; shall record the minutes of all meetings of the Board, send out all notices of meetings and perform such other duties as may be directed by the Board and President. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed.

E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices.

6. FISCAL MANAGEMENT

Fiscal management will be as set forth in the Declaration, supplemented by the following:

A. Accounts. The receipts and expenditures of the Association will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures will be common expenses:

(1) Current expense, which will cover anticipated operating expenditures within the fiscal year for which the budget is made.

This account may include an operating reserve not to exceed fifteen percent (15%) of the total projected annual common expenses for each fiscal year. Any balance in this account at the end of each fiscal year shall be applied to the current expense account for the ensuing fiscal year.

(2) Reserve for deferred maintenance, which will include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which will include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments, which will include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

B. Budget. The Board shall prepare a proposed annual budget of common expenses for the next ensuing fiscal year of the Association at least sixty (60) days before the end of the then current fiscal year, and a copy of the proposed budget shall be promptly delivered or mailed to each member, together with a notice of the time and place of the meeting of the Board at which final adoption of the proposed budget will be considered by the Board, which meeting shall be held within thirty (30) days of the date of the meeting at which the proposed budget was prepared by the Board.

If the budget as finally adopted by the Board requires assessment against the unit owners for the ensuing fiscal year exceeding one hundred fifteen percent (115%) of the assessments for the current year, the members of the Association may contest the budget in the following manner. Upon written application of ten percent (10%)

of the unit owners, being delivered to the Board, the Board shall call a special meeting of the members, which meeting shall be held upon not less than fifteen (15) days written notice to each member of the Association and no later than thirty (30) days after delivery of the application to the Board. At this special meeting the members may consider and enact a revision of the budget or recall any and all members of the Board and elect their successors. Such revision of the budget and recall and election of successor board members shall require the affirmative vote of not less than a majority of all of the members. In the event that a majority of all of the members shall approve a budget proposed by the Board, either at a duly called meeting of the members or by writing, such budget shall not thereafter be re-examined by the members in the manner set forth hereinabove, nor shall any members of the Board be recalled under the provisions for recall hereinabove stated.

In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments for the current year, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair or replacement of the condominium property or in anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for betterments to the condominium property, which assessments were made in accordance with other provisions of these By-Laws.

So long as the Developer is in control of the Board, the Board shall not impose an assessment for the ensuing fiscal year greater than one hundred fifteen percent (115%) of the current fiscal

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year's assessment unless such additional assessment has been approved by a majority of all of the members either at a meeting of the members or by writing.

The budget shall include provisions for estimated funds required to defray and pay the estimated common expenses and may include funds for reserves and betterments, as described above under "Accounts" as follows:

(1) Current Expense. This may include an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year.

(2) Reserve for Deferred Maintenance and Capital Expenditures. A reserve account shall be established for capital expenditure and deferred maintenance. These accounts should include, but not be limited to roof repairs, building painting, and pavement replacement. The amounts to be reserved shall be computed by the Board of Directors of the Association and such amount shall be established by a formula which is based upon the established life and estimated repair costs of each reserve item.

(3) Betterments. The sum budgeted for betterments for any fiscal year shall not exceed \$1,500.00.

Items (2) and (3) do not have to be funded as long as Developer is in control of the Board.

The budget shall project income and anticipated expenses in reasonable detail. Failure of the Board to include any item in the budget shall not preclude the Board from levying additional assessments in any fiscal year for which the budget has been projected; provided, however, the limitations of this paragraph (B)

entitled "Budget", shall apply to any additional assessment, and in the event that such additional assessment would increase the budget for that fiscal year to more than one hundred fifteen percent (115%) of the assessments for the preceding fiscal year. Such additional assessments shall not be valid or enforceable until the procedure set forth under this paragraph B entitled "Budget" as hereinabove stated has been followed.

C. Assessments. Assessments against the members for payment of their shares of budgeted expenses shall be made for each fiscal year in advance. Such assessments shall be due in equal monthly payments on the first (1st) day of each month of the year for which the assessments are made. If a monthly assessment is not timely made for any fiscal year, each member of the Association shall continue to pay the assessment for the preceding fiscal year until such time as the assessment for the then current fiscal year is set by the Board, and in the event that the monthly assessment for the then current fiscal year is different from the monthly assessment for the preceding fiscal year, any deficiency or overage in the monthly assessment payment between the assessment for the preceding year and the current fiscal year shall be adjusted in a manner to be set by the Board.

(1) Notice of the amount of the monthly assessment for each fiscal year shall be given to each member of the Association with that member's copy of the budget for such fiscal year. It shall not be necessary for the Association to mail to deliver monthly notices or requests for payment of assessments to members.

(2) Any assessment payment not made within ten (10) days

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after it is due shall be delinquent and in default.

(3) Acceleration of assessment installments upon default.

If a member shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installment of the assessment upon notice to the member, whereupon the unpaid balance of the assessment will come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the member, or not less than twenty (20) days after the mailing of such notice to such member by registered or certified mail, whichever shall first occur.

(4) Each member, regardless of how the member's title to a unit is acquired, including without limitation a purchaser at a judicial sale, shall be liable for payment of all assessments coming due while such member is the owner of the unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the grantor's share of the common expenses up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

(5) The liability for payment of assessments may not be avoided by any member through waiver of the use or enjoyment of any of the common elements, or the abandonment of the unit against which the assessment has been made.

(6) Assessments and payments thereof which are not paid when due shall bear interest, from ten (10) days after due until paid, at the rate of eight percent (8%) per annum.

(7) Special Assessments. To meet the costs of emergency

repairs or replacements of the condominium property, including the common elements, limited common elements, and the units themselves, or to meet other unanticipated expenses which the Association is legally obligated to pay, may be made from time to time by the Board, and the manner of payment of said special assessments shall be set by the Board. Such special assessments shall be paid from the annual assessments for common expenses if possible. If full payment from the annual assessments is not possible, the approval of a majority of the members, either at a duly called meeting of the members or in writing, shall be required before the special assessment shall become effective.

(8) Upon the request of any member, the Association shall furnish a certificate showing the amount of unpaid assessments against that member's unit. The holder of a mortgage or other lien against a member's unit shall have the same right to such certificate for the unit against which such lien is held. Any person other than the member who relies upon such certificate shall be protected thereby.

D. Deposit of Association Funds. All funds of the Association shall be deposited in bank account or accounts to be established from time to time by resolution of the Board. Withdrawals, drafts and orders on all of such bank accounts shall be made in accordance with resolutions therefor to be adopted by the Board.

E. Audit. Periodic audits of the financial books and records of the Association shall be made by such persons and at such times as may be designated by the Board, but at least annually. The reports of such audits shall be available for inspection at all reasonable times by all members of the Association, and any member

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requesting a copy of the same shall be furnished such copy.

F. Fidelity Bonds. The Board may require fidelity bonds to be furnished by Board Members, officers and employees of the Association in such amounts as may be determined advisable by the Board, and the premium on any such bonds required by the Board shall be paid by the Association.

7. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation and these By-Laws, or with the statutes of the State of Florida.

8. AMENDMENTS TO BY-LAWS

These By-Laws may be amended in either of the following manners:

A. So long as the Developer is entitled to elect a majority of the members of the Board as provided herein and in the Declaration, the Developer may amend these By-Laws by a majority vote of the Board.

B. After the members of the Association have become entitled to elect a majority of the Board as provided in the Declaration, any amendment to these By-laws must be approved as follows:

(1) An amendment may be proposed by resolution of the Board, or an amendment may be proposed in writing by no less than one-third (1/3) of the members of the Association, or may be proposed by resolution of the members at any duly called meeting of the members. All amendments proposed by the members shall be submitted to the President.

(2) The proposed amendment shall be presented to the members for their consideration, at a meeting of the members. The President shall call a meeting for consideration of the proposed amendment

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and the Secretary shall notify the members of the time and place of the meeting within ten (10) days after the Board has adopted a resolution proposing an amendment, or the President has received written notice that the members have proposed an amendment, as hereinafter provided, and said meeting shall be held within thirty (30) days from the date of the notice.

(3) All amendments must be approved by the affirmative vote of not less than two-thirds (2/3) of the members in order for such amendment to become effective. However, in the event that two-thirds (2/3) or more of the members sign a petition containing a proposed amendment, it shall not be necessary for the members to vote on the proposed amendment at a meeting of the members. Such petition shall be submitted to the Secretary. Within ten (10) days after an amendment has been adopted by vote of the members or by petition of the members, the Secretary shall certify a copy of the amendment and record it in the Public Records of Brevard County, Florida. Each amendment shall specify the date on which it shall become effective but no amendment shall become effective prior to the date on which it is recorded in the Public Records of Brevard County, Florida.

(4) No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is

not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw . . . for present text." Nonmaterial errors or omission in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

9. LIMITATIONS ON AUTHORITY OF MEMBERS

No member of the Association shall have any authority to individually act for the Association or to bind the Association in any manner, or to incur any liability on behalf of the Association unless such member is an officer of the Association and is acting in the official capacity of such officer.

10. FIDUCIARY RELATIONSHIP

The officers and Board members of the Association shall have a fiduciary relationship to the members.

11. ASSOCIATION MINUTES

Minutes of all meetings of the members and of the Board shall be kept in a business-like manner and shall be available for inspection by the members at all reasonable times.

12. ASSOCIATION ACCOUNTING RECORDS

The Association shall maintain accounting records according to good accounting practices, which records shall be open to inspection by members or their authorized representatives at reasonable times, and written summaries of which shall be supplied at least annually to members or their authorized representatives. Failure of the Association to permit inspection of its accounting records by members or their authorized representatives shall entitle any

person prevailing in an action for enforcement of this right to recover reasonable attorney fees from the Association. Such records shall include:

A. A record of all receipts and expenditures.

B. An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amount in which the assessments come due, the amounts paid upon the account, and any balance due.

13. RIGHT TO INTERVENE

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the members, the Association shall give notice of the exposure within a reasonable time to all members who may be exposed to the liability, and they shall have the right to individually intervene in and defend such action.

14. INSURANCE POLICIES

A copy of each insurance policy obtained by the Association shall be made available for inspection by members at reasonable times.

15. RETENTION OF RECORDS

Minutes of all meetings of the Board of Administration and of the Members of the Association shall be kept in a book available for inspection by the unit owners or their authorized representative and by Board Members at all reasonable times and the Association shall retain those Minutes for a period of not less than seven (7) years.

16. RECALL OF BOARD MEMBERS

Any Member of the Board except those Members named and appointed by the Developer so long as the Developer is entitled to name and appoint any Members of the Board under the provisions of these

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By-Laws, the Articles of Incorporation and the Declaration may be recalled and removed from office with or without cause by the vote of or by agreement in writing of a majority of all unit owners.

A special meeting of the unit owners to recall a Member or Members of the Board of Administration may be called by 10% of the unit owners giving notice of the meeting as required for a meeting of unit owners and the notice shall state the purpose of the meeting.

17. RULES AND REGULATIONS

Rules and regulations as defined in Section 12 of the Declaration of Condominium may be adopted by the Board. However, no rule or regulation may be adopted or amended by the Board unless thirty (30) days notice has been given to each member in writing of the Board's intention to adopt or amend the rule or regulation. The members may initiate the adoption or amendment of a rule and regulation or rules and regulations in writing subscribed by 10% or more of the members and after submission of the proposed rule or rules or amendment thereof to the Board, the Board shall call a meeting of the Board subject to the notice required herein, at which meeting the Board shall consider adoption or amendment of the proposed rule or rules.

18. DEFINITIONS

The words defined in this section of these By-Laws shall have the meaning or meanings hereinafter set out for each defined word, for purposes of these By-Laws:

A. Articles of Incorporation or Charter shall mean the instrument by which the INDIALANTIC VILLAS ASSOCIATION, INC. was incorporated as a portion not for profit under the laws of the State of Florida.

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B. Association or Corporation shall mean the corporation not for profit as set forth in Exhibit "B" to the Declaration of Condominium which is INDIALANTIC VILLAS ASSOCIATION, INC.

C. Board or Board of Administration shall mean the Board of Administration which operates the condominium association and as described in the Articles of Incorporation as set forth in Exhibit "B" to the Declaration of Condominium.

D. Board Member shall mean a member of the Association or the representative of a corporate or other legal entity owning a unit who has been elected to membership on the Board and who is then serving on the Board.

E. Condominium shall mean INDIALANTIC VILLAS CONDOMINIUM.

F. Declaration or Declaration of Condominium shall mean the Declaration of Condominium establishing INDIALANTIC VILLAS CONDOMINIUM under the laws of the State of Florida.

G. Project shall mean the condominium project and all improvements situated thereon and appertaining thereto as described in the Declaration of Condominium.

H. Unit or Apartment Unit shall mean each individual condominium apartment located within the project, together with all appurtenances thereto.

The undersigned, being the Secretary of INDIALANTIC VILLAS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, does hereby certify that the foregoing By-Laws were adopted as the By-Laws of the Association at a meeting of the subscribers and the Board of Administration for such purposes held on the _____ day of _____, 1980.

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2306

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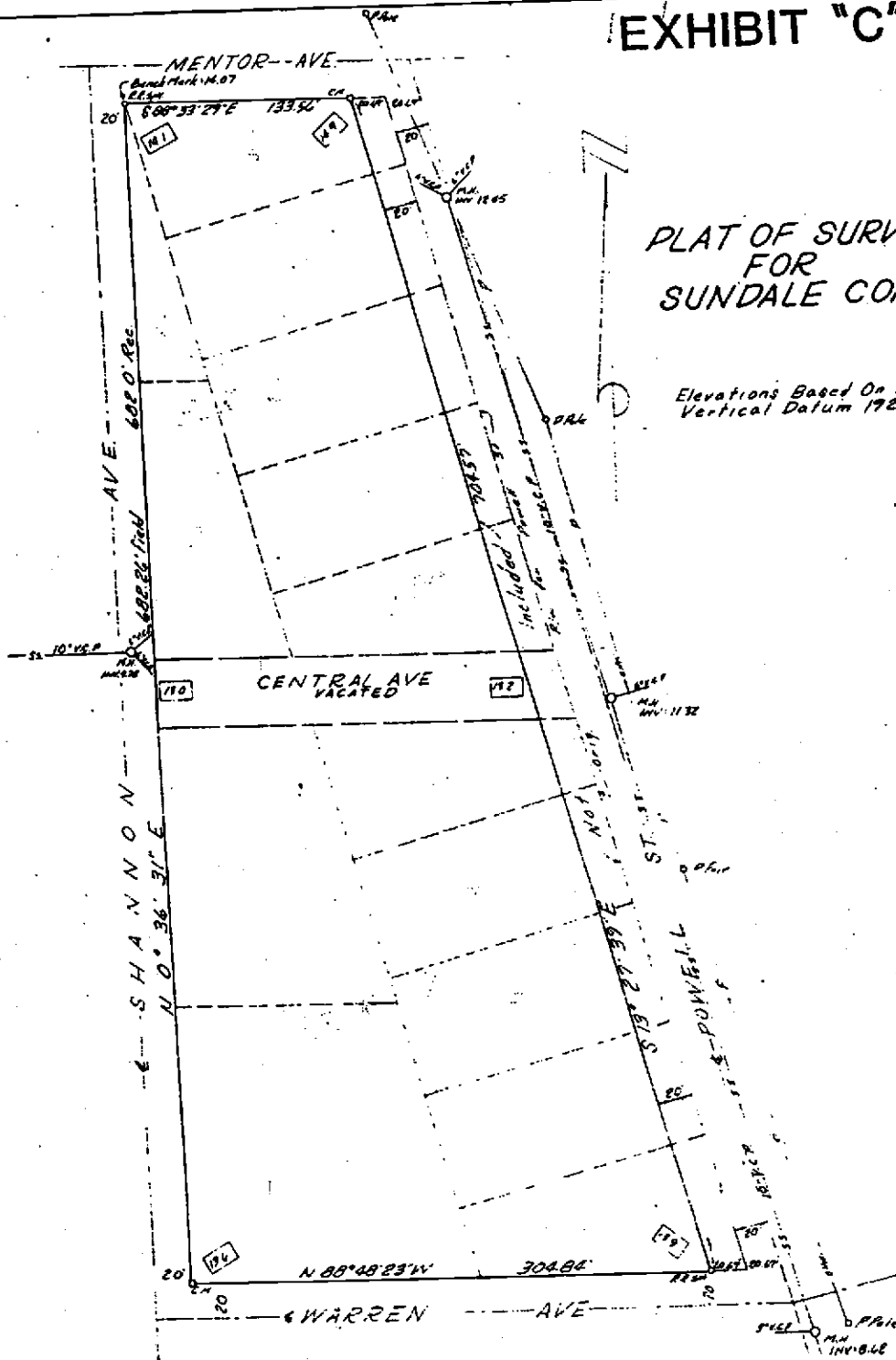
0739

Secretary

EXHIBIT "C"

PLAT OF SURVEY FOR SUNDALE CORP.

Elevations Based On N.G.K.D. Vertical Datum 1929



DESCRIPTION:

Lots 1 through 7, inclusive, Block 6, Lots 1 through 8, inclusive, Block 7, and all of vacated Central Avenue contiguous to Lots 5 and 6, Block 7 and Lots 1 and 7, Block 6, Re-Subdivision of Blocks J, K, L, M, and N (Maggie Johnson Plat) of Melbourne Beach, located in Gov't. Lots 1 and 2, Section 31, Township 27S., Range 38E., according to the Plat thereof as recorded in Plat Book 9, Page 10 of the Public Records of Brevard County, Florida. LESS AND EXCEPT THE following described portions of the subject property to-wit:

1. The East 20 feet of Lots 1, 2, 3, 4 & 5 Block 6
2. The East 20 feet of Lots 1, 2, 3, 4 & 5 Block 7
3. The East 20 feet of that portion of vacated Central Avenue described above.

Subject to easements, restrictions and reservations of record.

SURVEYOR'S NOTE:
THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE
OF THE CLIENT BY THE SURVEYOR AND IS VALID ONLY WHEN
CORRECTED WITH THE SURVEYOR'S SEAL.

Certified correct to the best of my knowledge and belief:
BUCKNER REALTY & SURVEYING, INC.
 By: C. A. Buckner Pres. Fla. Reg. Land Surveyor No. 1083

Date: Jan. 2, 1980

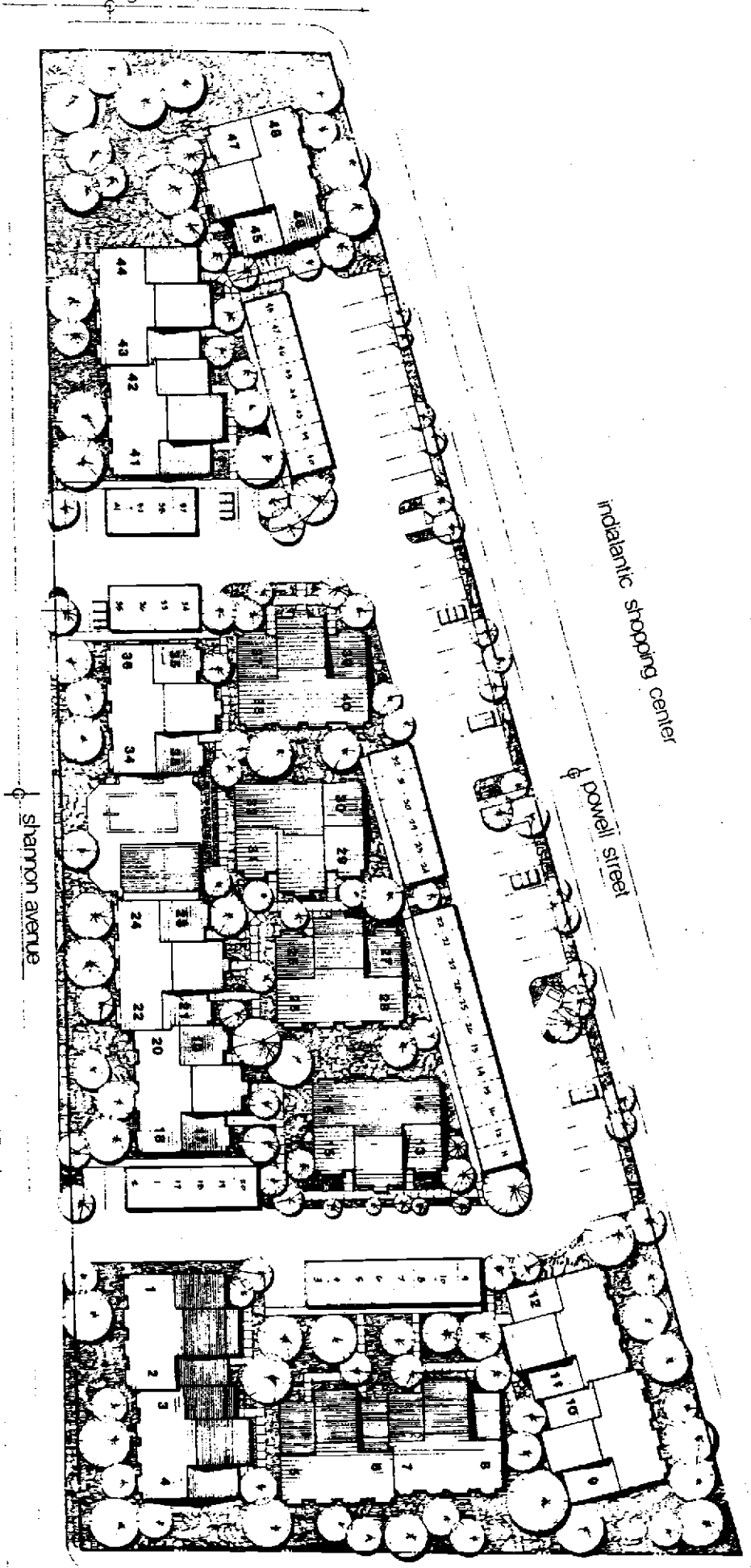
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 2306

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 0740

Scale: 1"=60'

EXHIBIT D

grosse pointe



site plan

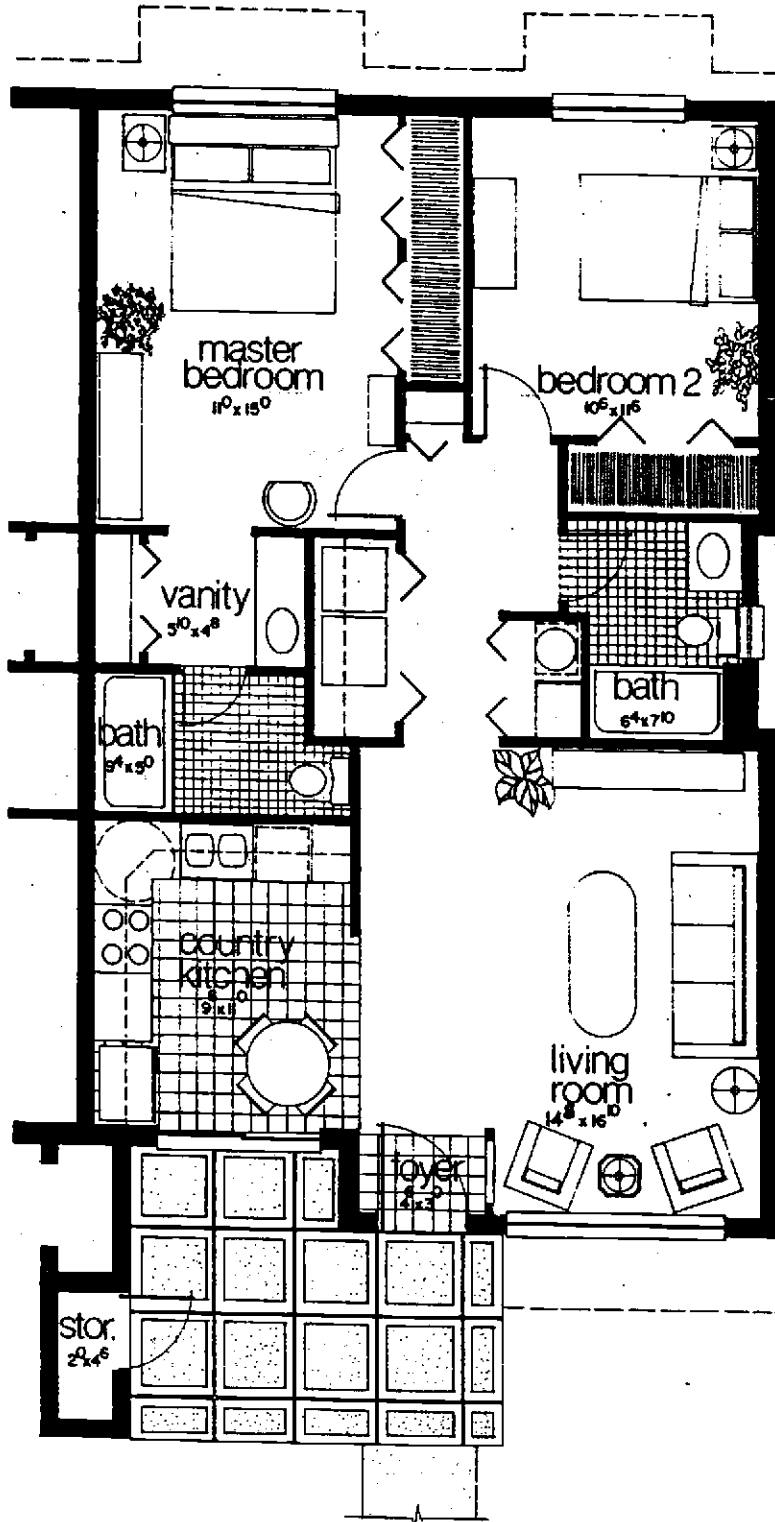


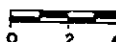
UNIT NUMBERS AND LOCATIONS ARE AS SHOWN. LIMITED COMMON ELEMENTS (CARPORTS) CORRESPOND TO UNIT NUMBERS WITH LOCATIONS AS SHOWN.

CITY REC. 2306

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EXHIBIT "E"



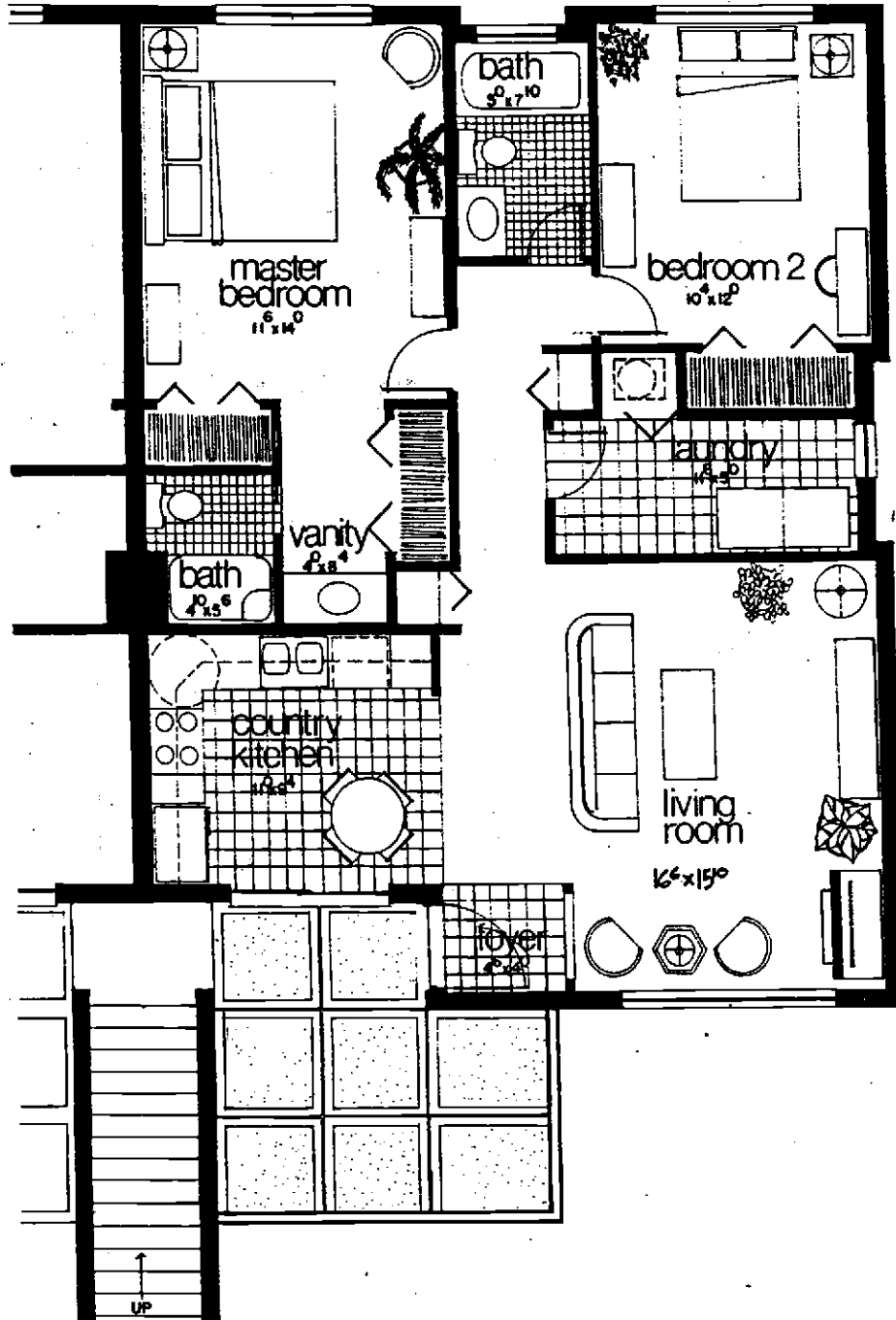
model a  living area: 1011 square feet

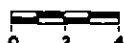
Floor Elevation (assumed) : 0'-0"

Ceiling Elevation : 8'-0"

UNIT NUMBERS 1,2,3,4,5,6,7,8,9,10,11,12,41,42,43,44 PAGE

EXHIBIT "E"



model b  living area: 1020 square feet

SECOND FLOOR

Floor Elevation : 8'-8"

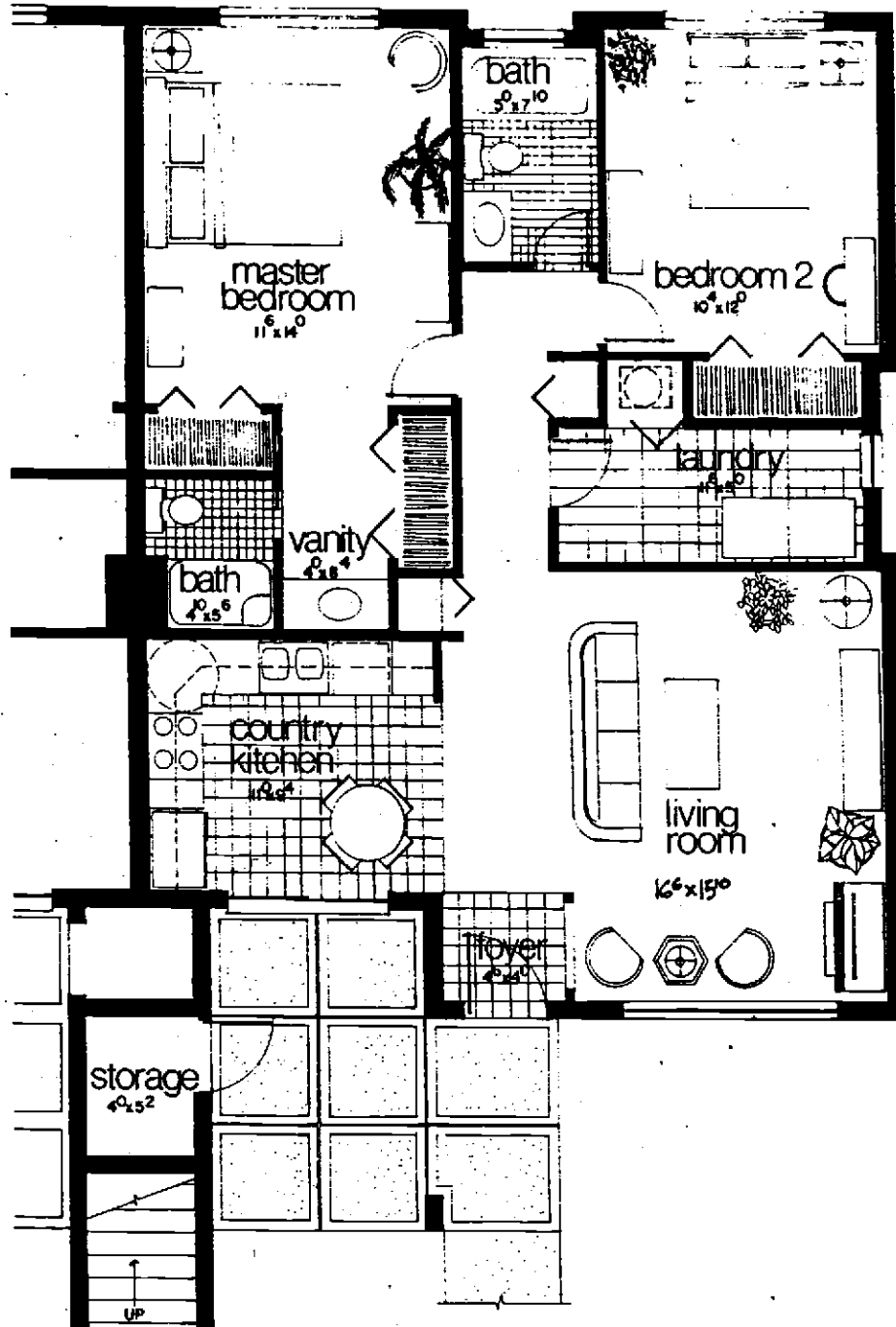
Ceiling Elevation : 16'-9 1/2"

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UNIT NUMBERS 14,16,18,20,22,24,26,28,32,34,36,38,40,46,48

EXHIBIT "E"



model b  living area: 1020 square feet

FIRST FLOOR

Floor Elevation (assumed) : 0'-0"

Ceiling Elevation : 8'-0"

UNIT NUMBERS 13,15,17,19,21,23,25,27,29,31,33,35,37,39,45,47

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PAGE

allocated to said apartment by the Declaration of Condominium, which unit and undivided interest is hereinafter referred to as "Parcel". PURCHASER will have Parking Space Number _____, permanently assigned at time of closing. The legal description of the condominium, of which the parcel is part, is described as an exhibit to the Declaration of Condominium.

2. The total purchase price of the said condominium parcel shall be:

\$ _____

It is presently estimated that the PURCHASER'S common maintenance will be approximately \$ _____ per month, which the PURCHASER agrees to pay monthly in advance. PURCHASER acknowledges that such figure is an estimated figure and that the combined charges will vary from time to time, depending upon the then current costs and upon services to be rendered.

PURCHASER shall, on the day of the final closing, contribute and pay to the Maintenance Fund of the condominium a sum of \$ _____ to be placed in a special fund solely for the use of the condominium in defraying expenditures as may arise during the initial period of condominium ownership. Any unexpended balance shall remain in the special fund for future use by the condominium. This contribution is in addition to the usual maintenance charge.

3. PURCHASER shall pay the purchase price as set forth as follows:

A. Upon execution of this AGREEMENT, receipt of which is hereby acknowledged:	\$ _____
B. Due and Payable on or before _____, 19____	\$ _____
C. Due and Payable on or before _____, 19____	\$ _____
D. At Closing;	\$ _____
TOTAL	\$ _____

PURCHASER may mortgage his condominium unit, by notifying the SELLER of such election and thereafter by making mortgage application to a lending institution approved by the SELLER within (10) days after the SELLER shall so direct. PURCHASER agrees: (a) To pay lending

institution loan interest rate prevailing at the time of closing;

(b) To disclose complete financial information about himself as may be required by the lending institution and SELLER; and (c) To execute any and all papers necessary for or incidental to the mortgage loan and agrees to see that PURCHASER'S application is continuously and expeditiously processed. The PURCHASER shall pay all loan costs at the time of closing of the loan, or at such time as may be required by the lender. These loan costs, as set by the lending institution, are in addition to those other costs set forth hereafter in this paragraph. If the PURCHASER does not financially qualify for a mortgage, all monies theretofore paid by the PURCHASER shall be returned to the PURCHASER, and thereupon, all parties shall be relieved of all further obligations hereunder. This shall apply only in the event that PURCHASER shall fail to qualify for a mortgage, but shall not apply if PURCHASER shall fail or refuse to make necessary disclosures, execute necessary instruments to effect a mortgage application, or to complete the obtaining of a mortgage, which event shall constitute a breach and default hereunder, and SELLER shall be entitled to retain any and all money paid by the PURCHASER as liquidated damages, such being agreed between PURCHASER and SELLER a necessary condition in order to partially compensate SELLER for expenses and expenditures incurred and made in connection with each sale, and the damages sustained as a result of withdrawing the unit from the market and otherwise for PURCHASER'S noncompliance with this contract.

PURCHASER hereby notifies SELLER that PURCHASER (does/does not) intend to make a mortgage purchase of the condominium unit.

PURCHASER agrees to pay, in addition to the costs of acquiring the mortgage aforestated, any reasonable charge for prepayment of interest, taxes, insurance and maintenance fees and the title insurance.

4. PURCHASER, at closing, will receive fee simple title by a General Warranty Deed and Title Insurance covering both his unit and his undivided interest in the common areas and facilities; the undivided interest shall be in all common elements in the condominium. Said Warranty Deed and Title Insurance shall be subject to the following:

A. Any and all easements, restrictions, reservations or limitations of record.

B. Governmental zoning and building codes, ordinances or regulations or rights of interest vested in the United States Government or the State of Florida.

C. All taxes and easements for the current year and all subsequent years.

D. The terms and conditions of the Declaration of Condominium and all exhibits thereto and agreements represented therein.

E. The Title Insurance will, in addition, contain any standard exceptions usually contained therein.

5. The above unit shall be construed and the interior design shall be substantially similar to the model; however, where there is no model, it shall be substantially similar to drawings shown the PURCHASER. SELLER will not accept changes of any type after same have once been selected by PURCHASER, pursuant to his contract.

PURCHASER acknowledges that SELLER has the right to make reasonable changes and substitution in materials and appliances from that shown on the plans and specifications, or drawings shown the PURCHASER, or in the model, where there is a model, where such changes are desirable, representing an advance in the building industry or, due to the unavailability of materials or where required by governmental or other regulations, or any other valid reasons so long as the substitutions are of substantially equal or greater quality as that in the model or as shown on the original plans or drawings and called for in the specifications.

SELLER agrees to complete construction of the condominium in accordance with its construction schedule (approximately seven months after building foundation is in the ground) subject to the availability of labor and materials, and in accordance with plans and specifications on file. The condominium parcel shall be ready for delivery to PURCHASER within one (1) week after the certificate of occupancy is issued. Time being of the essence shall not be applicable to the foregoing. SELLER shall not be responsible for delays occasioned by circumstances beyond the control of the SELLER which interfere with SELLER and with the completion of the parcel being sold herewith shall be deemed completed when SELLER reasonably determines that it is ready for occupancy. In the event there

are unsold parcels, and the SELLER shall contribute to the common expenses in the manner provided in the Declaration of Condominium, and the SELLER shall have the right to rent said parcels and retain the income therefrom for its own use; and SELLER retains the right to use the premises for the promotion of sales. Liability of SELLER is limited to the return of PURCHASER'S deposit(s) made hereunder without interest thereon and in no event shall SELLER be liable to PURCHASER for any damages which PURCHASER may sustain.

6. The following information relative to the condominium parcel shall be provided to the PURCHASER:

- A. Copy of the Declaration of Condominium.
- B. Copy of Articles of Incorporation.
- C. Copy of By-Laws of the Association.
- D. Copy of a projected operating budget for the Condominium parcel to be sold to the PURCHASER.
- E. Copy of the Floor Plan of the parcel to be purchased by the PURCHASER.

7. The name and address of the Escrow Agent is as follows:

The deposit monies paid under this contract are being placed in escrow with the above named escrow agent. The PURCHASER may obtain a receipt of the deposit upon request to the escrow agent.

8. Special Clauses: